



## **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

### **REQUEST FOR PROPOSALS**

**DATE OF ISSUE:** April 10, 2012

**TO:** Potential Providers of Services

**RE:** Request for Proposals for National Historic Landmark Nomination  
for Lafayette Park, Detroit, Michigan

The activity that is the subject of this project has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior, and the Michigan State Housing Development Authority, acting through its State Historic Preservation Office. However, the contents and opinions herein do not necessarily reflect the views or policies of the Department of the Interior or the Michigan State Housing Development Authority, or its State Historic Preservation Office, nor does the mention of trade names or commercial products herein constitute endorsement or recommendation by the Department of the Interior or the Michigan State Housing Development Authority, or its State Historic Preservation Office.

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office for Equal Opportunity  
National Park Service  
1849 C Street, NW  
Washington, DC 20240

#### **I. Services Sought by Authority:**

The Michigan State Housing Development Authority, State Historic Preservation Office ("Authority") is seeking a firm that is authorized to do business in Michigan to write a National Historic Landmark ("NHL") nomination for Lafayette Park in Detroit, Michigan. Lafayette Park is a 1956 residential housing redevelopment project by architect Ludwig Mies van de Rohe, landscape architect Alfred Caldwell, and developer Herbert Greenwald. A detailed description of the work is described in the Scope of Work, which is attached and incorporated into this Request for Proposals ("RFP") as Exhibit A.

## **II. Required Qualifications:**

The Authority has identified the following qualifications that it believes are necessary for the successful performance and completion of the services described in Exhibit A - Scope of Work. The prospective contractor ("Contractor") must:

- A.** Either meet the 36 CFR 61 professional qualifications established by the National Park Service for historian or architectural historian or assign 36 CFR 61 qualified personnel to perform the services and/or supervise other staff. The prospective Contractor shall immediately notify the Authority of any changes in the Project Manager or the 36 CFR 61 qualified personnel performing the services described in this RFP.
- B.** Ensure that all work complies with the *U.S. Secretary of the Interior's Standards and Guidelines* and criteria developed for the National Register of Historic Places and the National Historic Landmark program. A non-comprehensive list of statutes, rules and laws that may be applicable to the performance of this contract have been provided for your convenience in Exhibit C: Selected State and Federal Laws.
- C.** Have proven, demonstrable experience in conducting primary source research, writing a historic context narrative, writing National Historic Landmark and/or National Register of Historic Places nominations, documenting and assessing Modern architectural resources (1940-1970), and documenting and assessing historic landscapes. See Exhibit A: Scope of Work for more detail.
- D.** Be a Michigan entity (limited partnership, limited liability company, for profit corporation or non-profit corporation) or an entity authorized to do business in the State of Michigan. *NOTE: Proposals from sole proprietors will not be accepted. (A sole proprietor is a business structure in which the individual and the company are considered a single entity for tax/liability purposes and the individual is liable for any business debts.) For instructions on how to become a limited liability company, please visit the websites below. Application fee is \$50. 24-hour expedited service is available for \$50. The State of Michigan Licensing and Regulatory Affairs website: <http://www.dleg.state.mi.us/bcsc/forms/corp/pub/8011.pdf>. Forms are available at: <http://www.dleg.state.mi.us/dms/results.asp?docowner=BCSC&doccat=LLC&Search=Search>*
- E.** The prospective Contractor will be required to submit either:
  - 1.** A Certificate of Authority to Transact Business issued by the Michigan Department of Licensing and Regulatory Affairs; or
  - 2.** Evidence of 501(c)(3) status.
- F.** Have phone, internet, and e-mail access. Internet and e-mail access must be adequate enough to allow the prospective Contractor to receive, download and upload data, files and attachments from Authority staff.
- G.** Agree to satisfy the following requirements prior to the execution of the contract with the Authority:

1. Indemnify, defend and hold harmless the Authority, its Board, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
  - a. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from (1) the services provided ("Services") or (2) performance of the Services, duties, responsibilities, actions or omissions of the prospective Contractor or any of its subcontractors under this Agreement.
  - b. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from a breach by the prospective Contractor of any representation or warranty made by the prospective Contractor in the Agreement.
  - c. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or related to occurrences that the prospective Contractor is required to insure against as provided for in this contract.
  - d. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the prospective Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the Authority.
  - e. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents which results from an act or omission of the prospective Contractor or any of its subcontractors in its or their capacity as an employer of a person.
  - f. any action or proceeding threatened or brought against the Authority to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the prospective Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States.
2. Maintain and provide evidence, satisfactory to the Authority, of the following insurance coverage:

- a. General Liability Insurance for \$1,000,000 with the Authority shown as additional insured;
- b. Errors and Omissions Insurance for \$1,000,000 for each occurrence and \$1,000,000 annual aggregate; and
- c. Worker's Compensation Insurance (if required under state law). Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable.

H. Agree to execute a contract acceptable to the Director of Legal Affairs. **For purposes of illustration only**, a Sample Contract is attached and incorporated into this RFP as Exhibit D for your convenience.

### III. **Submitting Proposal:**

Prospective Contractors wishing to submit proposals must submit one (1) original and four (4) copies of a proposal to provide the services described in Exhibit A - Scope of Work attached and incorporated into this RFP. Submitted proposals must respond to and address the questions listed in Exhibit B - Proposal Instructions and Selection Criteria attached and incorporated into this RFP.

Firms wishing to submit proposals must also submit the Certificate Verifying Key Persons attached and incorporated into this RFP as Exhibit E, as well as the Organization Background Checklist attached and incorporated into this RFP as Exhibit F.

The **due date** for the Authority's receipt of the proposals responding to this RFP is **May 17, 2012 at 4 p.m.**

The Authority shall not be liable for any costs that a firm or individual may incur while preparing a proposal. The Authority shall not be liable for any costs that a firm or individual may incur prior to the complete execution of a contract. If the Authority enters into a contract, the Authority's consideration (payment) shall be limited to the term of the contract.

### IV. **Communications with Authority Staff Prior to Selection of Proposal**

Any questions raised by prospective Contractors concerning the RFP may be submitted in writing via mail, email or fax, using the subject line **Lafayette Park NHL Nomination RFP** to the attention of:

**Amy Arnold, Preservation Planner  
Michigan State Housing Development Authority  
State Historic Preservation Office  
702 W. Kalamazoo Street, 5<sup>th</sup> Floor  
PO Box 30740  
Lansing, Michigan 48909-8240  
E-mail: [arnolda@michigan.gov](mailto:arnolda@michigan.gov)  
Fax: (517) 335-2729**

The Authority will answer by email appropriate questions (e.g., information not covered/answered in the RFP, interpretation issues, etc.) received in a timely manner. To ensure a fair and impartial process, Authority staff will not address non-written questions concerning the RFP. **Phone calls involving the RFP or related questions will not be accepted.** Firms submitting bids shall not contact any Board members or Authority staff except Amy Arnold. **All communications with Amy Arnold must be received in writing by May 10, 2012.** MSHDA will hold no other question sessions or bidder's conferences. MSHDA will answer all questions by **May 14, 2012.** **All questions and answers related to this RFP will be supplied to firms that provide Amy Arnold with notification of their Intent to Submit a proposal.**

If, prior to the proposal deadline, the Authority deems it necessary to provide additional clarifying information, or to revise any part of the RFP, supplements or revisions will be provided to all firms who have indicated they will submit a proposal. Proposals will then be evaluated based on the terms and conditions of the RFP, any supplements or revisions to the RFP, and the answers to any written questions.

#### **V. Selection of Proposal:**

The Authority will select the proposal based on the Proposal Instructions and Selection Criteria, which are set forth in Exhibit B attached and incorporated into this RFP.

#### **VI. Processing Required Forms & Contract Execution:**

The required forms will be submitted to Civil Service for approval, **prior** to the Authority's Board approval. Contracts that equal or exceed \$25,000 must be approved by the Authority's Board. Thereafter, a contract will be forwarded to the firm that submitted the selected proposal with instructions to execute and return two copies. Upon receiving the executed copies, the Office of Legal Affairs will submit the executed copies to a duly authorized Authority signatory for execution on behalf of the Authority.

#### **VII. Michigan Freedom of Information Act**

Documents submitted to the Authority shall be subject to the Michigan Freedom of Information Act ("FOIA"). In the event a request for submitted documents is made to the Authority, the Authority's FOIA Coordinator will redact or withhold information and/or documents that are exempt from disclosure under FOIA. See *MCL 15.243(1)(i)*. Please note that any requests by non-MSHDA personnel to review proposals will be denied until the deadline for submission of the bids has expired. See *MCL 15.243(1)(j)*.

#### **VIII. Key Personnel & Payments to Pensioned**

2007 PA 95, MCL 38.68c requires retirees of the State Employees Retirement System ("Pensioned Retirees") who become employed by the State either directly or indirectly through a contractual arrangement with another party on or after October 1, 2007 to forfeit their respective state pensions for the duration of their reemployment. Accordingly, any pensioned

retiree who provides or renders services pursuant to the contract for which bids will be made under this RFP shall be required to forfeit his or her pension during the term of the contract.

Bids must acknowledge and confirm whether pensioned retirees will render services under the contract being sought through this bid. If the prospective Contractor intends to use a pensioned retiree, the bidder must submit written confirmation from the pensioned retiree that he or she agrees to forfeit his or her pension during the term of the contract, if awarded. If awarded a contract, the bidder must submit a copy of the pensioned retiree's directions to the State of Michigan's Office of Retirement Services ("ORS") to withhold the retiree's pension payments until the end of the contract term.

Bids must acknowledge and identify certain key personnel and pensioned retirees in the form attached and incorporated into this RFP as Exhibit E – Certificate Verifying Key Persons. Key persons are those individuals who will be performing services pursuant to an awarded contract and (a) sign the contract on behalf of the prospective Contractor and/or (b) are listed in the form attached and incorporated into this RFP as Exhibit E.



## MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY REQUEST FOR PROPOSAL

### EXHIBIT A

### SCOPE OF WORK

#### National Historic Landmark Nomination for Lafayette Park, Detroit, Michigan

##### **I. Overview**

The State Historic Preservation Office, Michigan State Housing Development Authority ("Authority") is seeking an individual/firm to prepare a National Historic Landmark (NHL) nomination for the Lafayette Park housing redevelopment project in Detroit, Michigan.

The Authority has funds available to prepare a NHL nomination for Lafayette Park in Detroit, Michigan, a 193-acre residential housing redevelopment project which was begun in 1956 and completed in 1963. Lafayette Park was Detroit's first urban renewal project. It was built to encourage moderate income families to remain in the city at a time when most were migrating to the suburbs. Work on the project stopped abruptly when the project's developer, Herbert Greenwald, was killed in a plane crash. Lafayette Park, designed by the Bauhaus associated urban planner Ludwig Hilberseimer and internationally acclaimed architect Ludwig Mies van de Rohe, is an excellent example of the "superblock" planning concept. The site includes the International style high-rise Pavilion Apartment Buildings, Lafayette Towers, and low-rise townhouses and court houses designed by Mies van de Rohe. Lafayette Park is reportedly the largest collection of Mies van de Rohe-designed residential buildings in the world. It was listed in the National Register of Historic Places in 1996. It also includes a Prairie-style landscape designed by the renowned Chicago-based landscape architect Alfred Caldwell

The NHL nomination for Lafayette Park is being undertaken in conjunction with a larger project entitled *Michigan Modern* which is documenting Michigan's Modern architectural resources for the period 1940-1970. (For more on *Michigan Modern* visit our temporary website at [www.michiganmodern.org](http://www.michiganmodern.org).) The *Michigan Modern* project will result in a permanent website that will include historical information on Michigan's Modern architects, resource identification, and walking and driving tours. One of the *Michigan Modern* project goals is to increase tourism based on the state's architectural resources. The NHL designation for Lafayette Park will increase awareness of this significant resource and validate Michigan's important role in American Modernism. This is one of four NHL designations being undertaken through the *Michigan Modern* project. This long-term planning effort seeks to rebrand Michigan based on its Modern design heritage to increase tourism using the state's Modern architectural resources, contribute to a Michigan "sense of place," and showcase Michigan's national/international influence on Modern design.

##### **II. Objectives, Tasks & Activities, and Deadlines**

- A. Objectives.** To successfully perform the services described in Section I above, the prospective Contractor ("Contractor") must satisfy the following objectives:

**B. Demonstrate the national significance of Lafayette Park within the context of the work of Ludwig Mies van de Rohe, Alfred Caldwell and Ludwig Hilberseimer.**

1. Develop a national context for urban renewal in the United States that includes a comparative analysis of nationally significant urban renewal projects and shows the social economic impact of urban renewal on the inner city of Detroit.
2. Prepare a NHL nomination for Lafayette Park in accordance with the *National Register Bulletin: How to Prepare National Historic Landmarks* especially addressing eligibility criteria 1 and 4.
3. Present the NHL nomination to the National Historic Landmark Committee in Washington D.C. and prepare an Executive Summary, Script, and PowerPoint presentation according to the Committee's guidelines.

**C. Activities/Responsibilities Necessary to Complete Scope of Work.**

To achieve the objectives, the prospective Contractor shall perform the following activities:

1. **Historic Context Narrative.** Conduct primary and secondary source research and write a historic context narrative that:
  - a. Results in a national context for urban renewal in the United States.
  - b. Demonstrates the significance of Lafayette Park within the body of work of each of the designers associated with it: Ludwig Mies van de Rohe, architect; Alfred Caldwell, landscape architect; and Ludwig Hilberseimer, urban planner.
2. **Comparative Analysis.** Conduct a comparative analysis of nationally significant urban renewal projects including resources recognized and not yet recognized through the NHL or National Register of Historic Places programs, and evaluate the significance of Lafayette Park within the national urban renewal context
3. **NHL Nomination.** Research and write a NHL nomination in accordance with the *National Register Bulletin: How to Prepare National Historic Landmarks* and provide a justification for Lafayette Park's national significance under NHL criteria 1 and 4.
4. **Current Site Assessment.** Conduct a field survey of the Lafayette Park complex and provide a written description and integrity assessment of the individual buildings within the complex, the landscape and its significant features, and the complex overall. The assessment must be accompanied with both color and black and white photographs providing a visual representation of the material integrity and significant features of the site. Photography must meet the requirements of the *National Register of Historic Places Photo Policy Fact Sheet*.
5. **Site Map.** Prepare a current site map that shows the location of the individual buildings, significant landscape features, etc. Photographs must be keyed to the



map. The map must be prepared in accordance with Section 7 of the *Manual for Architectural and Historic Surveys in Michigan* available on line at [www.michigan.gov/shpo](http://www.michigan.gov/shpo) and must meet the requirements of *National Register Bulletin: How to Prepare National Historic Landmark Nominations*.

6. **Historic Analysis of the Site.** Prepare site maps that show the original site plan as completed and any subsequent design and construction phases and non-historic additions that occurred within the Lafayette Park complex over time. The site maps must meet the requirements of *National Register Bulletin: How to Prepare National Historic Landmark Nominations*.
7. **NHL Nomination.** Prepare a NHL nomination in accordance with the *National Register Bulletin: How to Prepare National Historic Landmark Nominations*. Include a bibliography of all pertinent resources used in the development of the NHL nomination.
8. **Presentation to NHL Committee.** Present the NHL nomination to the National Historic Landmark Committee in Washington D.C. and prepare an Executive Summary, Script, and PowerPoint presentation according to the Committee's guidelines.
9. **Meetings.** Within three weeks of the signing of the contract, hold a kick off meeting with SHPO staff, the Detroit Historic Designation Advisory Board and other pertinent stakeholders to be identified in consultation with the Authority.
10. **Quarterly Reports.** Quarterly status reports are required.
11. **Final Project Report.** An administrative Final Project Summary Report of one to two pages is required.
12. **Timetable/Schedule.** Prospective Contractor bids must include a timetable indicating how the project will be scheduled. The timetable shall include any proposed meetings; the dates of draft submittals, review times, and completion dates for deliverables; and quarterly and final reports.

**D Products. All work will be undertaken in accordance with the National Register Bulletin How to Prepare National Historic Landmark Nominations. Products will include:**

1. **Historic Context Narrative and Comparative Analysis.** Four (4) paper printouts of the final version of the complete historic context narrative and comparative analysis. Four sets of DVDs that include the final version of the historic context narrative and bibliography in Word 2000 or software agreed upon by the Authority.
2. **NHL Nomination.** Four (4) paper printouts of the complete NHL nomination, one on watermarked archival paper. Four sets of DVDs that include the final version of the NHL nomination form in Word 2000 or software agreed upon by the Authority and PDF files of all site plans.
3. **Photographs.** Two (2) printed sets of representative photographs, in both black and white and color, prepared in accordance with the *National Register*

of *Historic Places Photo Policy Fact Sheet*. Four (4) sets of DVDs that contain all digital images.

4. **Site Assessments.** Four (4) paper printouts of all site assessments, current and historic, and corresponding site maps. The site maps should be 8 ½ x 11 inches in size, if possible. Site map sheets larger than 11 x 17 are unacceptable. Four (4) sets of DVDs with the written site assessments in Word 2000 or software agreed upon by the Authority and PDFs of all site maps.
5. **USGS Map.** One (1) original USGS map labeled in accordance with *National Register Bulletin: How to Prepare National Historic Landmark Nominations*.
6. **Primary Source Material.** One set of photocopies of any site-specific primary source materials collected for the nominated resource.
7. **NHL Committee Presentation.** Two (2) paper printouts of the Executive Summary and Script. Two (2) sets of DVDs that each include the Executive Summary and Script in Word 2000 or software agreed upon by the Authority and the PowerPoint presentation prepared for the NHL Committee.
  - a. **Credits and Disclaimers.** Include on the cover or first inside sheet of the Project Completion Report and in any and all meeting signs, news releases, public announcements, or other written, audio, or visual material for this project (exclusive of the nomination products) the following credits/disclaimer that read verbatim as follows:

The activity that is the subject of this project has been financed in part with Federal funds from the National Park Service, U. S. Department of the Interior, through the Michigan State Housing Development Authority. However, the contents and opinions herein do not necessarily reflect the views or policies of the Department of the Interior or the Michigan State Housing Development Authority, nor does the mention of trade names or commercial products herein constitute endorsement or recommendation by the Department of the Interior or the Michigan State Housing Development Authority.

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Office of Equal Opportunity  
National Park Service

1849 C Street, NW  
Washington, DC 20240

- 8. Deadlines for Completing Objectives.** All activities must be completed within twenty-four (24) months from the date of contract execution.

**III. Standards for Performance**

The prospective Contractor shall perform the tasks/activities and complete the objectives in accordance with the following standards:

- A.** Either meet the 36 CFR 61 professional qualifications established by the National Park Service for historian or architectural historian or assign 36 CFR 61 qualified personnel to perform the services and/or supervise other staff.
- B.** The prospective Contractor shall immediately notify the Authority of any changes in the Project Manager or the 36 CFR 61 qualified personnel performing the services described in this RFP.
- C.** All work must meet the appropriate standards as set forth in the National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*, the *National Register Photo Policy Factsheet*.
- D.** Contactor must be proficient in Word 2000 or a later version as agreed upon with the Authority.
- E.** The prospective Contractor will be required to travel.



## MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY REQUEST FOR PROPOSAL

### EXHIBIT B

### PROPOSAL INSTRUCTIONS AND SELECTION CRITERIA

#### I. Proposal Delivery/Submission

- A. Due Date.** Proposals responding to this Request for Proposal ("RFP") are due **May 17, 2012 at 4 p.m.**
- B. Originals and Copies.** Submit one (1) original and (4) copies of a proposal to provide the services described in the Exhibit A - Scope of Work.
- C. Delivery of Proposal.** Deliveries may be by hand, commercial overnight service, or U.S. Postal Service. No electronic deliveries will be accepted. All deliveries should use the subject line **Lafayette Park NHL Nomination RFP** and be sent to the attention of:
- Amy Arnold, Preservation Planner  
Michigan State Housing Development Authority  
State Historic Preservation Office  
702 W. Kalamazoo Street, 5th Floor  
PO Box 30740  
Lansing, Michigan 48909-8240**
- D. Selection of Proposal.** The Authority's review will take a minimum of four (4) weeks after the closing date for submitting proposals. The Authority expects to notify the selected Contractor on **June 8, 2012** via e-mail; however the selection will be contingent on approval by the Michigan Civil Service Commission and the Authority's Board. The name of the selected Contractor will also be posted on the Authority's website.
- E. Commencement of Work.** Project work will commence upon execution of a project contract and not before. The selected Contractor shall not proceed with performance of the project work or incurring of project costs until both parties have signed the project contract to show acceptance of its terms and conditions.
- F. Project Control.** The prospective Contractor will carry out this project under the direction and control of the Authority and its designated Contract Administrator.
- G. Quarterly Progress Reports.** The prospective Contractor shall be required to submit brief written quarterly summaries of progress outlining the work accomplished during the reporting period. Problems, real and anticipated, or any significant deviation from the agreed-upon work plan should be brought to the attention of the Contract Administrator. A financial report of expenditures to date including any changes to approved budget or approved work schedule must be submitted as part

of the report. These reports will be due to the Authority each January 15, April 15, July 15 and September 15 during the project period.

- H. Final Project Summary Report.** The successful Contractor shall be required to submit a one to two page narrative summary of the project and its outcome. This should include an outline of the methodology used, evaluation of the project results, and a summary of what worked and what the successful Contractor would do differently the next time the Contractor undertakes a project of this nature. One printed copy of the final summary report and an electronic version of the report in Word 2000 or software agreed upon by the Authority shall be submitted to the Authority.
- I. Applicable Laws.** The successful Contractor may be awarded a contract that requires compliance with state and federal laws including but not limited to those listed in Exhibit C – Selected State and Federal Laws attached to this RFP.

## **II. Proposal Format**

- A. Overview.** Proposals must be submitted in the format described in this Exhibit B as outlined below. There should be no attachments, enclosures or exhibits other than those considered by the prospective Contractor to be essential to a complete understanding of the proposal. Each section must be clearly identified with appropriate headings.

The proposal should be clear, accurate, and complete, with sufficient detail to enable the Authority to evaluate the services and methods proposed. Brevity is appreciated.

### **B. Format of Proposal.**

- 1. Business Organization.** Include the following information and supporting documentation as outlined in Exhibit F - Organization Background Checklist found attached and incorporated into this RFP:
  - a.** The full name and address of Firm.
  - b.** The branch office, if applicable.
  - c.** The type of entity (e.g., Michigan corporation, Michigan nonprofit corporation, Michigan limited liability company):
    - i.** If entity is foreign (i.e., non-Michigan) it must be licensed to do business in Michigan. The firm must submit with the proposal a *Certificate of Authority to Transact Business* by the Department of Licensing and Regulatory Affairs that is dated no earlier than 30 days prior to the submittal date of the proposal.
    - ii.** If entity is Michigan-based, the firm must submit with the proposal a *Certificate of Status* that is dated no earlier than 30 days prior to the submittal date of the proposal.

- d. Submit a *Certificate Verifying Key Persons*. This form is found in Exhibit E attached and incorporated into this RFP.
- e. Submit a *Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying* form. The form is found in Exhibit G attached and incorporated into this RFP.
- f. Submit a *W-9 Request for Taxpayer Identification Number and Certification*. The form is found in Exhibit H attached and incorporated into this RFP.

**2. Management and Personnel.** Answer/Address the following:

- a. **Officer and Management Summary.** Identify officers and managers by name and position. Identify managers and/or officers who will manage the contract if it is awarded and provide their resumes or CVs.

Identify key project personnel and their titles. List their responsibilities and the specific tasks each will carry out and the anticipated time frames for each task and person. Provide current contact information including name, title, mailing address, email address, and phone and fax numbers.

- b. **Bidder's Authorized Contact.** Include the name and telephone number of the person(s) in your organization authorized to expedite any proposed contract with the Authority. An official authorized to commit the bidder to the terms and conditions of the proposal must sign the proposal. The prospective Contractor must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official.

**3. Experience.**

- a. **Prior Experience of Firm.** Indicate prior experience of your firm that you consider relevant to the successful accomplishment of the project described in this RFP. Include sufficient detail to demonstrate the relevance of such experience. Include descriptions of qualifying experience, including project descriptions, costs, and starting and ending dates of projects successfully completed. Also include the name, address, and telephone number of the responsible official of the client organization who may be contacted.
- b. **Experience of Proposed Personnel Assigned to Provide Services.** The proposal should describe the education and experience of the personnel who will be assigned to provide the proposed services, including managers who may oversee work of personnel, and show how they meet the experience requirement and 36 CFR 61 professional qualifications. Resumes or CVs of assigned personnel shall be provided. Personnel should include those with demonstrated expertise and experience in:
  - i. Researching and documenting Mid-Century Modern architecture 1940-1970.
  - ii. Researching and documenting historic landscapes.

- iii. Researching and documenting public housing or urban renewal projects.
- iv. Preparation of successful National Historic Landmark nominations.
- v. Researching and writing historic context narratives.
- vi. Assessing historic resource integrity using the National Register of Historic Places eligibility criteria.
- vii. Preparation of site plans.

**c. Examples of Work.** The following examples of recent work should be submitted with the application:

- i. A writing sample from the staff person assigned to the development of the historic context narrative.
- ii. A sample NHL or National Register nomination prepared by staff who will be assigned to this project.
- iii. A sample map and/or site plan for a historic district or complex.
- iv. Two sample photographs.

**d. Additional Information and Comments.** Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

**e. Confirm Whether Any Assigned Personnel Receive Pension Payments from the State of Michigan.** If any assigned personnel receive pensions from the State of Michigan, you must provide confirmation, signed by each assigned person with a State of Michigan pension, that he or she acknowledges and agrees that he or she must forfeit any pension payments made during the term of the contract. If a contract is awarded, each assigned person with a State of Michigan pension must submit a copy of the pensioned retiree's directions to the State of Michigan's Office of Retirement Services to withhold the retiree's pension payments during the contract term.

#### **4. Proposed Services.**

- a. How Service will be Rendered.** Address and describe the process used to render the services and how the services will be rendered. This should be an overview of the methodology to be used, based on staff and time frames, to meet the project scope of work and complete the required products within the time frame of the project.
- b. Use of Subcontractors.** If any work will be subcontracted, describe the following:

- i. Work that will be subcontracted.
- ii. The hours and type of work assigned to the subcontractor.
- iii. The subcontractor's experience and expertise.
- iv. The names of the firms/individual(s) who will perform the subcontracted work.

**c. Standards.** Describe or address the following:

- i. How the National Park Service 36 CFR 61 professional qualifications for historian and architectural historian will be met.
- ii. How quality of service will be monitored and ensured.
- iii. Whether "best practices" will be followed. (If applicable, identify, the organization and/or document establishing such standards.)

**d. Security of Data.** If the services to be rendered require the collection and/or use of confidential and/or personal data, confirm the following:

- i. Has your firm established and used a policy to address the security of paper and electronic data. ***(Please do not submit a copy of your security policy.)***
- ii. Does your policy address the removal of confidential and/or personal data from storage media? (For example, does your firm's policy include the removal or "wiping" of data from hard drives when a computer is no longer used?)

**e. Copyrighted Materials.** If the services require the production of a written product for the Authority, please acknowledge and/or confirm the following:

- i. Any and all products produced as a result of this contract shall be the property of the Authority.

Your agreement that the Authority shall (a) hold a copyright on all materials or products produced under the contract and (b) be allowed to file for a copyright with the United States Copyright Office.

- ii. Your acknowledgment that submitted documents will not contain in part or whole copyrighted materials.

## **5. Price Proposal & Budget**

- a. Price Proposal.** All rates quoted in proposals submitted in response to this RFP will be a firm fixed price for the duration of the contract. No price changes will be permitted.



**b. Budget.** Include in the proposal a line item budget identifying all expenses related to the work to be performed. By submitting the bid, the provider acknowledges that it bears the risk that its expenses may exceed the proposed amount. The budget should include applicable items, which may include the following:

- i. Staff costs (# of hours/per hour rate, etc.)
- ii. Costs of supplies and materials
- iii. Other direct costs
- iv. Transportation costs
- v. Total budget

**6. Schedule/Timeline.** Prospective Contractor bids must include a schedule for delivery of services set forth in Exhibit A - Scope of Work and cite the proposed deadlines for completing the tasks within the Scope. All work must be completed within twenty-four (24) months from contract execution. Include a timetable indicating how the project will be scheduled. The timetable shall include: (1) any proposed meetings; (2) dates for draft submittals; (3) review times (allow 4 weeks for Authority review) and completion dates for deliverables; (4) quarterly reports (these will be due July 15, Sept. 15, Jan. 15, and April 15 each year during the project reporting period); and (5) final Project Completion Report. A proposed schedule/timeline is listed below:

April 10, 2012	Request for Proposals released
May 10, 2012	Questions by bidders on RFP due to Authority
May 14, 2012	All questions answered by the Authority
May 17, 2012	Proposals due
May 18-June 7, 2012	Proposal evaluation by the Authority
June 8, 2012	Selection of Contractor
June 11-22 2012	Civil Service approval
June 27, 2012	Authority Board approval
July 18, 2012	Execute Contract
By August 10, 2012	Contractor initiates Kick Off meeting with Authority
September 15, 2012	Contractor submits to the Authority Quarterly Progress Report
November 1, 2012	Contractor submits outline and 35% draft of context and draft site assessments to Authority
December 1, 2012	Comments due back to Contractor
January 15, 2013	Contractor submits to the Authority Quarterly Progress Report
March 1, 2013	Contractor submits 75% draft context and comparative analysis and draft site assessment and maps to Authority
April 3, 2013	Authority submits comments to Contractor

April 15, 2013	Contractor submits Quarterly Progress Report to the Authority
June 26 , 2013	Contractor submits Draft NHL nomination and final draft of context to Authority
July 15, 2013	Quarterly Progress Report
July 25, 2013	Authority submits comments to Contractor
September 15, 2013	Contractor submits Quarterly Progress Report to Authority
August 22, 2013	Contractor submits Final Draft of Complete NHL nomination to Authority
September 24, 2013	Authority submits comments on NHL nomination to Contractor
November 1, 2013	Contractor submits Final Draft of Complete NHL nomination to Authority and NHL staff
January 15, 2014	Contractor submits Quarterly Report to Authority and All Final Products (context, comparative, site assessment, etc.) to Authority
February-April, 2014	Contractor Addresses Edits Requested by NHL Committee
May 2014	Contractor presents Nomination at Spring NHL Committee Meeting

## 7. Disclosure of Participation and Interests in Authority Programs.

- a. **Disclosure of Interests in Authority Programs.** Authority programs include, but are not limited to, the Housing Voucher Program, any loans where the Authority is the lender, and any grants made by or administered by the Authority. Submit a list of all interests that the Contractor, its officers, board members, and employees respectively have in Authority programs. If the firm intends to use independent contractors or subcontractors to render services, include the interests that independent contractors or subcontractors and their officers, board members, and employees respectively have in Authority programs.
- b. **Potential Conflicts of Interests.** Please confirm whether any potential conflict of interest will exist if the Authority enters into a contract with the firm. Conflicts of interest may involve the firm's officers, employees, members, board members, independent contractors or subcontractors the firm will use to render services if the firm enters into a contract with the Authority.
- c. **Family Members Who Work for Authority.** Please list the names of the Contractor's officers, board members, and employees who have family members who work for the Authority and the names of the family members who work for the Authority.

8. **Signature Clause to be Signed by Authorized Signatory.** Insert into the proposal and have an authorized signatory sign the following signature clause at the end of the proposal:

I confirm that I have submitted this proposal on behalf of \_\_\_\_\_ in response to the Michigan State Housing Development Authority's Request for Proposals for a National Historic Landmark Nomination for Lafayette Park, Detroit, Michigan.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

### III. Selection of Proposal

The selection of a firm shall be subject to a review by the Authority's Legal Affairs Division concerning conflicts of interest and/or participation in Authority programs by the firm, its officers, employees, subcontractors or independent contractors.

**A. Selection Criteria.** The Authority will select the proposal based on Selection Criteria listed below:

Selection Criteria	Points
Experience, education, or certification	15
Experience with research and documentation of Mid-Century Modern resources	20
Experience writing a successful National Historic Landmark Nomination	20
Communication skills, including clarity of proposal and writing sample	15
Adequacy of proposed methodology, staffing, and timeframes for performing services	15
Reasonableness and feasibility of fee	15
<b>Total</b>	<b>100</b>

**C. Expected Deadline for Selecting Proposal.** The Authority expects to notify the selected Contractor **by June 8, 2012** via e-mail; however, the selection will be contingent on approval by the Michigan Civil Service Commission and the Authority's Board.

**D. Cancellation of Selected Proposal.** The selection of a proposal by the Authority may be cancelled at any time prior to the complete execution of a contract. If the Authority cancels its selection of a proposal, the Authority may repost this or a similar RFP and re-seek proposals. Reasons for canceling the selected proposal may include, but are not limited to, the following:

1. Refusal of Department of Civil Service to process required forms.
2. Refusal of duly authorized Authority signatory to execute the contract.



## **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY REQUEST FOR PROPOSAL**

### **EXHIBIT C**

#### **SELECTED STATE AND FEDERAL LAWS**

The following statutes, rules, and other laws may be applicable to the performance of contract resulting from this RFP. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL §§ 440, 1101, et seq. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FOIA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901, et seq.

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490,.

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with Disabilities Civil Rights Act MCL §§ 37.1101, et seq.

State Contracts with Certain Employers Act MCL §§ 423.321, et seq.

Management and Budget Act MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USC §§ 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USC §§ 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791, et seq.

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USC §§ 101, et seq.

Title VII, 42 USCS §§ 2000e, et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101, et seq.

Title V, Section 504 of the Rehabilitation Act of 1973, 29 USC § 794

Executive Orders on equal employment opportunity, especially EO 11375 and 41 CFR Part 60

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623, et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651, et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201, et seq.

Pollution Prevention Act of 1990 (PPA) 42 USC §§ 13106

Sherman Act, 15 USC §§ 1, et seq.

Robinson-Patman Act, 15 USC §§ 13, et seq.

Clayton Act, 15 USC §§ 14, et seq.

National Historic Preservation Act of 1966, 16 USC §§ 470, et seq.

Office of Management and Budget Circulars A-87, A-21 or A-122 concerning cost principles

Office of Management and Budget Circulars A-102 or A-110 concerning administrative requirements  
Office of Management and Budget Circular A-133 concerning audits of states, local governments and non-profit organizations  
National Environmental Policy Act of 1969, 42 USC §§ 4321, et.seq.  
Prohibited Interests: 18 USC §874, U.S. Department of Labor regulations 29 CFR Part 3  
Prohibited Methods and Procedures including Lobbying: 18 USC §1913  
Environmental Protection regulations 40 CFR Part 15  
National Environmental Protection Act PL91-190  
Executive Order 1154, 11288, 11990 and 11988  
Coastal Zone Management Act 16, USC §§ 1451, et.seq.  
Endangered Species Act PL 93-205  
The Wild Scenic Rivers Act 16 USC §§ 127, et.seq.  
The Clean Air Act 42 USC §§ 7401, et.seq.  
The Clean Water Act 33 USC §§ 168 ,et.seq.  
Hatch Political Activity Act 5 USC §§ 1501, et.seq.  
Secretary of the Interior Standards for Historic Preservation, 36 CFR 67.7



**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
REQUEST FOR PROPOSAL**

**EXHIBIT D**

**SAMPLE CONTRACT**

**CONTRACT NO. 12-XX**

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES WITH  
POTENTIAL CONTRACTOR, LLC.**

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_\_ day of MONTH 2012, by and between the **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**, a public body corporate and politic, Lansing, Michigan ("**Authority**") and the **POTENTIAL CONTRACTOR, LLC**, ("**Contractor**").

**WITNESSETH THAT:**

The Authority and the Contractor do mutually agree as follows:

1. **Services Rendered/Scope of Work.** That the Contractor shall, in a satisfactory and proper manner as determined by the Authority, render the services described in the Scope of Work - Exhibit A ("Scope of Work" of "Exhibit A"), which is attached and made a part of this Agreement.
2. **Term.** TIME IS OF THE ESSENCE to this Agreement in connection with the delivery of the products or services or both ("Products and Services") described in the Scope of Work. The performance of product and services shall begin on or after the execution of this Agreement by the Authority and shall be completed no later than \_\_\_\_\_, 2013.
3. **Contract. Price and Payment.**
  - a. The total amount to be paid by the Authority to the Contractor under this Agreement shall not exceed **XXXXXXXX (\$XXXX)**.
  - b. Payment will be made upon presentation of invoices submitted periodically for work performed. Invoices should be submitted to

**Denise J. Sachau, Grants Manager & Budget Analyst  
Michigan State Historic Preservation Office  
Michigan State Housing Development Authority  
702 West Kalamazoo Street, PO Box 30740  
Lansing, MI 48909-8240  
(T): (517) 373-1904  
(Fax): (517) 335-0348  
Email: SachauD1@michigan.gov**

Invoices should include the following:

- (1) Authority's contract number as shown above.
- (2) Specific service performed and development name and number, if applicable.
- (3) Amount paid to date on this contract.
- (4) Number and amount of this invoice.

- c. Final payment shall be made upon the satisfactory completion and submission of all required work and documents.
  - d. No payment shall be made for Products and Services or preparatory work performed or provided prior to the terms of this Agreement.
4. **Permits and Licenses.** The Contractor shall be responsible for obtaining any and all permits, licenses, and other proper authorization or permission-related documents required for the performance of this Agreement.
5. **Insurance.** The Contractor shall maintain professional liability insurance sufficient in the amount to provide coverage for any errors or omissions arising out of the performance of this Agreement. If, during the term of this Agreement, changed conditions should, in the judgment of the Authority, render inadequate the Contractor's current insurance limits, the Contractor will furnish to the Authority proof of additional insurance as may be required. All insurance required under this Agreement shall be acquired at the Contractor's expense, under valid and enforceable policies, issued by insurers of recognized responsibility. The Authority reserves the right to reject as unacceptable any insurer.
6. **Record Keeping.** The Contractor shall maintain such personnel records as are deemed necessary by the Authority to assure a proper account for all engagement costs. These records will be made available for audit purposes to the Authority and the Auditor General of the state of Michigan, or any authorized representative, and will be retained for three years after the expiration of the Agreement unless permission to destroy them is granted by both the Authority and the state of Michigan.

If at any time before the expiration of the records retention period of this Agreement it is determined that the terms of this Agreement were not complied with or a claimed cost is disallowed following an audit, the Contractor shall immediately repay the funds at issue to the Authority. If an audit identifies any questioned costs in connection with the project, the Contractor shall forward to the Authority copies of schedules of findings and questioned costs, accompanied by a check made payable to the Authority in an amount equal to the funds which the Contractor received under this Agreement that are deemed a disallowed reimbursement through the audit.

7. **Reports.** The Contractor shall promptly submit any reports prescribed by this Agreement to Denise J. Sachau, Grants Manager & Budget Analysis, (see Section 3b). Such reports shall include but not be limited to: progress reports, a report of all receipts, expenditures, project activities and accomplishments, including a comparison of the final budget to the approved Project Budget - Exhibit B attached and incorporated into this Agreement, and supporting documentation for claimed reimbursements. The Authority shall prescribe the requisite form and content of reports and shall designate the dates on which the reports are to be submitted by the Contractor and subcontractor.

Before the occurrence of the project completion date prescribed in Section 2 of this Agreement, the Contractor shall submit to the Authority both a project completion report and a proper final claim for expenditure reimbursement, which shall be supported by documentation of the expenditures claimed.

In addition to the project completion report and other submissions, the Contractor shall submit to the Authority a quarterly progress report in the form and containing the completion material prescribed by the Authority for that project period for each quarter this Agreement is in effect. If required, quarterly reports shall be submitted not later than as outlined in the Performance Schedule – Exhibit C attached and incorporated into this Agreement.

8. **Nondiscrimination.** In accordance with Acts No. 220 and 453 of the Public Acts of 1976, as amended, the Contractor agrees in connection with the performance of services under this Agreement not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or handicap. Breach of this covenant may be regarded as a material breach of this Agreement.
9. **Failure to Perform.** In the event the Contractor fails to perform services required under this Agreement or performs services in an improper manner, the parties agree that the damage that the Authority will sustain as a result thereof will be substantial but will be difficult, if not impossible, to ascertain, and therefore, the parties agree that in the event of the Contractor's failure to perform services required or the Contractor's performance of services in an improper manner, the Authority shall be entitled to a credit against the Contractor's current unpaid billings for amount previously paid to the Contractor after the Contractor's non-performance of improper performance. For the purposes of the foregoing, the parties agree that the Authority shall have sole discretion in determining the adequacy of the Contractor's performance and the amount of credit to be taken. The damages for the Contractor's inadequate or improper performance, as provided herein, shall not be exclusive but shall be in addition to any other damages which the Authority may be entitled to for the Contractor's default under this Agreement.
10. **Assigned Personnel.** The Contractor hereby represents that the personnel it will assign to perform the services under this Agreement shall possess the requisite education, competence and experience to perform such services. The Contractor further acknowledges and agrees that such personnel may be subject to the evaluation and approval of the Authority, who shall retain the right to determine the sufficiency of the education, competence and experience of the personnel assigned to perform the services identified in the attached exhibit of this Agreement. The Contractor shall immediately notify the Authority's Project Representative of any change in personnel performing services under this Agreement and obtain the Authority's approval of all staffing changes affecting this Agreement.
11. **Project Representatives.** The Contractor designates the following individual as project representative for all matters concerning this Agreement:

**Name**  
**Company**



**Address  
City, State Zip  
Telephone Number  
Fax Number  
Email Address**

The Authority designates the following individual as project representative to be the initial point of contact for all matters concerning this Agreement:

**Robert Christensen, National Register Coordinator  
Michigan State Housing Development Authority  
State Historic Preservation Office  
702 W. Kalamazoo Street, 5<sup>th</sup> Floor  
PO Box 30740  
Lansing, MI 48909-8240  
(T): (517) 335-2719  
(Fax): (517) 335-0348  
E-mail: christensenr@michigan.gov**

Except for changes to the performance schedule (not including the project's completion date), the designated project representatives shall have no authority to make promises or binding obligations either for the Authority or the Contractor, as such authority rests with the duly authorized persons executing this Agreement on behalf of the respective parties.

**12. Employees of Contractor or Key Persons.**

- a. Definition of Key Person. "Key Persons" shall be defined in this Agreement as individuals who perform services pursuant to this Agreement and (a) sign this Agreement on behalf of the Contractor and/or (b) are listed in Exhibit D of this Agreement.
- b. Performance of Services. The Contractor acknowledges that only Key Persons shall perform the services under this Agreement. Key Persons include the names of all employees, agents and independent contractors of the Contractor who perform or render services pursuant to this Agreement.
- c. Exhibit D--Certificate Verifying Key Persons. Prior to executing this Agreement, the Contractor shall provide to the Authority the names of all Key Persons by completing Exhibit D, which is the Certificate Verifying Key Persons of the Contractor or a subcontractor, if applicable ("Certificate"). In the event the Contractor fails to provide to the Authority the names of any Key Persons, the parties shall consider the signatory for the Contractor to be the sole Key Person for the Contractor. If the Contractor (or subcontractor) wishes to add an agent, employee, or independent contractor as a Key Person during the term of this Agreement, the Contractor shall complete and submit to the Authority a Certificate for that employee, agent, or independent contractor. (See Section 12 of this Agreement.)
- d. 2007 PA 95, MCL 38.68c. The Contractor and its employees, agents, and independent contractors acknowledge 2007 PA 95, MCL 38.68c, as amended, requires retirees of the State Employees Retirement System (i.e., former state

employees who have pensions with the State of Michigan) ("Pensioned Retirees") who become employed by the state, either directly or indirectly through a contractual arrangement with another party, on or after October 1, 2007, to forfeit their state pension for the duration of their reemployment. **EFFECTIVE OCTOBER 2, 2010, "EMPLOYED BY THE STATE" INCLUDES ENGAGEMENTS OF PENSIONED RETIREES AS INDEPENDENT CONTRACTORS. PENSIONED RETIREES WHO PROVIDE OR RENDER SERVICES UNDER THIS AGREEMENT AS KEY PERSONS MUST FORFEIT THEIR PENSIONS DURING THE TERM OF THIS AGREEMENT IF THE PENSIONED RETIREE (A) IS EMPLOYED BY THE STATE, (B) IS EMPLOYED BY THE CONTRACTOR, (C) HOLDS AN OWNERSHIP INTEREST IN THE CONTRACTOR, (D) IS A SUBCONTRACTOR OF THE CONTRACTOR, OR (D) IS AN EMPLOYEE OF A SUBCONTRACTOR.**

**THE CONTRACTOR ACKNOWLEDGES AND AGREES TO SECURE THE AUTHORITY'S PRIOR WRITTEN CONSENT BEFORE RETAINING, EMPLOYING OR SUBCONTRACTING WITH A PENSIONED RETIREE TO PERFORM SERVICES UNDER THIS AGREEMENT. RETAINING, EMPLOYING OR SUBCONTRACTING WITH A PENSIONED RETIREE TO PERFORM SERVICES UNDER THIS AGREEMENT WITHOUT THE AUTHORITY'S PRIOR WRITTEN CONSENT SHALL BE (A) A MATERIAL BREACH OF THIS AGREEMENT AND (B) GROUNDS FOR THE AUTHORITY TO TERMINATE THIS AGREEMENT AND PROVIDE NOTICE TO THE OFFICE OF RETIREMENT SERVICES THAT THE RETIREE HAS RECEIVED PENSION PAYMENTS AND PAYMENTS DIRECTLY OR INDIRECTLY THROUGH THIS AGREEMENT.**

**IF THE CONTRACTOR EMPLOYS OR RETAINS A PENSIONED RETIREE AS A KEY PERSON OR SUBCONTRACTS WITH A PENSIONED RETIREE, THE CONTRACTOR MUST SUBMIT A COPY OF THE PENSIONED RETIREE'S DIRECTIONS TO THE OFFICE OF RETIREMENT SERVICES ("ORS") TO WITHHOLD THE RETIREE'S PENSION PAYMENTS DURING THE TERM OF THIS AGREEMENT.**

**THE CONTRACTOR AND THE PENSIONED RETIREES IT EMPLOYS ACKNOWLEDGE AND AGREE THAT NEITHER THE STATE, NOR THE AUTHORITY, NOR ITS EMPLOYEES, DIRECTORS, AGENTS NOR BOARD SHALL BE LIABLE TO THE CONTRACTOR OR PENSIONED RETIREE FOR THE FORFEITURE OF THE RETIREE'S PENSION PAYMENTS DURING OR AFTER THE TERM OF THIS AGREEMENT. THE CONTRACTOR AND PENSIONED RETIREE ACKNOWLEDGE THAT THE AUTHORITY HAS NO RESPONSIBILITY TO CONFIRM WHETHER THE ORS HAS OR WILL FORFEIT THE RETIREE'S PENSION.**

13. **Conflicts of Interest.** Prior to the execution of this Agreement, the Contractor acknowledges and confirms that it has delivered to the Authority a written list of all of the Contractor's interests, or its officers' and employees' interests, which may create conflicts between the interests of those entities or parties and the interests of the Authority. The Contractor acknowledges that its employees, members, shareholders, agents, or independent contractors, or subcontractors and their employees, members, shareholders and agents, prior to or during the term of this Agreement are not

employees of the state of Michigan or its units. Should a conflict of interest arise during the term of this Agreement, the Contractor shall contact the Authority's Director of Legal Affairs immediately and describe in detail the conflict of interest.

In addition, every official, officer, agent, consultant, or employee of the Authority who exercises or has exercised any functions or responsibilities with respect to this Agreement or who is in a position to gain information not generally available to the general public with regard to this Agreement or who is authorized in an official capacity to negotiate, make, approve, or to take part in decisions regarding a subgrant, contract, subcontract, or other agreement in connection with this Agreement or its project shall be prohibited from having any apparent or real financial or personal interest or benefit in such grants, contracts, and agreements. No member, officer, or employee of the Authority, including the State Historic Preservation Review Board, shall have any interest in this Agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity.

14. **Prohibited Methods and Procedures.** The award and administration of this Agreement shall be accomplished free from bribery, graft, kickbacks, and other corrupt practices as provided in the Copeland "Anti-Kickback" Act, 18 USC §874, and as supplemented by U.S. Department of Labor regulations, set forth at 29 CFR Part 3.

The Contractor and its agents, subcontractors, employees, and representatives, in the course of the performance of services under this Agreement, shall not specify, recommend, use, or permit the use of any system, method, plan, design, process, procedure, patent, or copyright which, if used, infringes upon a proprietary interest or necessitates the payment of any royalty, fee, or commission. No copyrighted images will be reproduced in whole or in part without first obtaining permission of the copyright owner who will then be granted credit for those works in keeping with academic scholarly practice, including citing in accordance with academic convention. Permission to use copyrighted materials shall be documented and provided to the Authority in the final nomination as specified in Exhibit C – Performance Schedule attached and incorporated into this Agreement.

The Contractor shall not use or permit the solicitation for or securing of any agreement or employment in connection with this Agreement upon an agreement or arrangement for payment, either directly or indirectly, of a commission, percentage, brokerage, or contingent fee.

If Federal funds are used to pay the Contractor under this Agreement, no part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. 18 USC §1913.

15. **Participation in Other Authority Programs.** With the exception of providing services to the Authority as described in Exhibit A of this Agreement, neither the Contractor nor the Contractor's employees, agents, officers, directors, shareholders or members will participate in Authority housing programs or do business with the Authority under any program in which the Authority has a direct or indirect relationship without securing approval from the Authority's Director of Legal Affairs.
16. **Indemnity and Non-Limitation.** The Contractor agrees to defend, indemnify and hold harmless the Authority from any claims, damages or expenses, including reasonable attorneys' fees, arising or alleged to arise in whole or in part from damage or injury caused by or resulting from any action or inaction of the Contractor, its agents or employees, or sustained in connection with the violation of any law, statute, ordinance or regulation by the Contractor, its agents or employees, or sustained in connection with the performance of this Agreement by the Contractor, its agents or employees, or sustained as a result of any breach of this Agreement by Contractor.

In any and all claims against the Authority or any of its officers, agents, or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation in the amount or type of damages, compensation, or benefits payable by or for the Contractor or by or for any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

17. **Nonassignability and Delegation.**
- a. The Contractor shall not assign or otherwise transfer any interest in this Agreement or in the project in any manner not provided for in this Agreement.
  - b. The Contractor shall not delegate any duties or obligations under this Agreement to a subcontractor or independent contractor unless the Authority's Director of Legal Affairs has given written consent to the delegation. When submitting the request to subcontract, the contractor shall include the following information about the subcontractor:
    - i. Name of Subcontracting Firm;
    - ii. Work that will be subcontracted;
    - iii. Names of individuals who will perform the subcontracted work; and
    - iv. List any and all Authority programs through which the subcontractor or the subcontractor's employees, officers, directors, members, shareholders or officeholders participate.
  - c. In the event the Contractor retains a subcontractor in accordance with Section 17b above, the Contractor shall insert into each subcontract executed in connection with this Agreement appropriate and enforceable provisions requiring compliance with this Agreement by the subcontractor and the persons acting for it. Throughout the performance of any subcontracts, the Contractor shall monitor and verify the compliance of all subcontractors and persons acting for them and shall immediately take any affirmative or remedial measures prescribed by the Authority or otherwise deemed necessary in the opinion of the Contractor for enforcing compliance under such subcontracts.

- d. Delegation of duties or obligations under this Agreement to a subcontractor or independent contractor without the prior written consent of the Authority shall be a material breach of this Agreement. In the event a subcontractor is approved by the Authority's Director of Legal Affairs, the Key Persons for the Contractor shall be subject to the requirements set forth in Section 10 (Employees of Contractor or Key Persons) of this Agreement, including, but not limited to, the restrictions on pension payments if a pensioned retiree is a Key Person of the subcontractor or an independent contractor retained by the Contractor. SUBCONTRACTING WORK TO BE PERFORMED UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF AN AUTHORIZED OFFICER OF THE AUTHORITY SHALL BE A MATERIAL BREACH OF THIS AGREEMENT.

18. **Suspension and Debarment.** Pursuant to 1980 PA 278; MCL 423.322 *et seq.*, the Contractor, in performing this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name has been listed in the register maintained by the state of Michigan, Department of Licensing and Regulatory Affairs, of employees who have been found in contempt of court by a federal court of appeals, on not less than three occasions involving different violations during the preceding seven years, for failing to correct an unfair labor practice as prohibited by Section 8 of chapter 372 of the National Labor Relations Act, 29 USC §158. The Authority may void this Agreement if the name of the Contractor or the name of a subcontractor, manufacturer, or supplier sued by the Contractor in performing this Agreement subsequently appears in the register during the period of this Agreement.

The Contractor certifies, by signing this Agreement, that it possesses business integrity and that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in grants or contracts by any federal, state, or local department or agency.

The suspension of the Contractor by the State of Michigan, an agency of the state or a department of the Federal Government shall be, at the option of the Authority, a material breach and grounds for the immediate termination of this Agreement.

19. **Independence of Contractors.** The Authority shall retain the Contractor as an independent contractor, and the Contractor hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. Nothing in this Agreement shall be construed to create the relationship of employer and employee between the Authority and the Contractor or any of its employees or agents. The Contractor, its employees and Contractors, shall be deemed at all times and for all purposes to be independent contractors.

The Contractor acknowledges and agrees that all payments by the Authority to the Contractor shall be made without deduction for federal, state or local income taxes, social security taxes and similar items, and that the Contractor shall be solely responsible to report income under this Agreement to the Internal Revenue Service and other appropriate taxing authorities and to pay such taxes (including, without limitation, being solely responsible to make periodic estimated payments of such taxes in accordance with applicable law). The Contractor further acknowledges and agrees that all payments under this Agreement to the Contractor by the Authority shall be reported to the Internal Revenue Service and other appropriate taxing authorities on Form 1099 (or equivalent or replacement forms). Finally, the Authority acknowledges that the manner

and means of producing the services described in Exhibit H are under the control and at the discretion of the Contractor.

20. **Copyright, Ownership of Documents, Reports and Other Products.** All documents, reports and any other products delivered to the Authority under this Agreement shall become and be the property of the Authority. The Authority shall hold a copyright on all materials or products produced under this Agreement. The Contractor may retain the right to use the research and writing developed under this Agreement for future projects and publications with full credit given to the Authority.
21. **Disclosure of Information.** Neither the Contractor nor its agents or contractors, shall disclose information or documents created or maintained in connection with this Agreement to anyone, without the prior consent of the Authority. Neither the Contractor nor its agents or contractors, shall use information or documents created or maintained in connection with this Agreement to further any private interest, other than as contemplated by this Agreement, without the prior consent of the Authority.
22. **Environmental Protection Standards.** To the extent applicable, the Contractor agrees to comply with all pertinent provisions of the National Environmental Protection Act, PL 91-190, as amended, and Executive Orders 11288, 11990, and 11988; the Coastal Zone Management Act, 16 USC §1451 *et seq.*, as amended; the Endangered Species Act, PL 93-205, as amended; the Wild and Scenic Rivers Act, 16 USC §127 *et seq.*, as amended; the Clean Air Act, 42 USC §7401 *et seq.*, as amended; the Clean Water Act, 33 USC §1251 *et seq.*, as amended; and the regulations and guidelines issued to implement the foregoing laws.

The Contractor further agrees to promptly notify the Authority of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency (EPA), indicating that any facility used or to be used under the Agreement is under consideration for listing or has been listed on the EPA's list of violating facilities.

The Contractor agrees to require of every subcontractor, if any, the same certifications given above and to insert in every subcontract all other criteria and requirements of this provision. Further, the Contractor shall immediately take such affirmative or remedial action as the Authority may direct as a means of enforcing such provisions.

23. **Political Activities.** The Contractor shall not expend any funds for the purchase, lease, or use of equipment or premises for political purposes, for sponsoring or conducting candidate's meeting(s), for engaging in voter registration or voter transportation activity, or for any partisan political activities.
24. **Equal Employment Opportunity.** During performance of this Agreement, the Contractor covenants and assures that:
  - a. It and its subcontractors shall comply, and require compliance, with the applicable conditions and obligations imposed on a recipient of federal financial assistance as set forth in Title VI of the Civil Rights Act of 1964; 42 USC §2000d *et seq.*; Americans with Disabilities Act of 1990, 42 USC §12101 *et seq.*; Title V, Section 504 of the Rehabilitation Act of 1973, 29 USC §794; the rules, regulations, and guidelines promulgated pursuant to those acts; all applicable Executive Orders on equal employment opportunity, especially Executive Order

11246, as amended by Executive Order 11375, and as supplemented in U. S. Department of Labor regulations, 41 CFR Part 60; as well as the following Michigan laws, 1976 PA 220; MCL 37.1101 *et seq.*, and 1976 PA 453; MCL 37.2101 *et seq.*, as amended.

- b. Neither the Contractor nor its subcontractors shall discriminate against an employee or applicant for employment. The Contractor and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their religion, race, color, national origin, age, sex, height, weight, disability, familial status, or marital status. Such affirmative action shall include but not be limited to the following: employment, upgrading, demotion, and transfer; recruitment and recruitment advertising; layoff and termination; rates of pay and other forms of compensation; selection for training, including apprenticeships; and the conditions and privileges of employment.
- c. Neither the Contractor nor its subcontractors shall discriminate against an employee or an applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this Agreement.
- d. The Contractor and its subcontractors shall post in conspicuous places, available to employees and applicants for employment, notices setting forth all provisions of paragraphs a, b, and c. The Contractor and its subcontractors shall also post in conspicuous places, available to users of the Contractor's facility(s) and program(s), notices setting forth the following or its equivalent:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office for Equal Opportunity  
National Park Service  
1849 C Street, NW  
Washington, DC 20240

- e. The Contractor and its subcontractors shall state in all solicitations or advertisements for employment placed by or on behalf of the Contractor or its subcontractors in connection with the work and activities described in this

Agreement that all qualified applicants will receive consideration for employment without regard to religion, race, color, national origin, age, sex, height, weight, disability, familial status, or marital status which is unrelated to the individual's ability to perform the duties of a particular job or position.

- f. The Contractor will include the provisions of paragraphs a, b, c, d, and e above in all subcontracts for any work covered by this Agreement, so that such provisions shall be binding upon each such subcontractor.
  - g. If the Contractor receives a complaint, in writing, alleging Title VI discrimination, the Contractor shall within ten days forward the original complaint document to the Office for Equal Opportunity, U.S. Department of the Interior, 1849 C Street, NW, Washington, DC 20240. The Contractor shall also forward a copy of the complaint document to the Authority.
  - h. The Contractor shall be fully accountable and responsible for ascertaining, implementing, and enforcing compliance with the enumerated provisions for equal employment opportunity. Breach of any covenant and assurance above set forth in paragraphs a through g shall constitute a material and substantial breach of this Agreement and is cause for voiding this Agreement at the option of the Authority.
  - i. The Contractor shall file with the Authority a statement showing that there is a reasonable representation of minorities and women in all levels of the Contractor's work force and pledging that there exists equal opportunity to participate in and enjoy the benefits of all programs and activities without regard to religion, race, color, national origin, age, sex, height, weight, disability, familial status, or marital status.
  - j. The Contractor shall file with the Authority a written Equal Employment Opportunity Plan, more fully described in the Authority's *Historic Preservation Grant Manual*, if the Contractor's work force does not reflect a reasonable representation of minorities and females, employs 25 persons or more, or the Contractor is awarded the sum of Twenty-Five Thousand dollars (\$25,000.00) or more by this Agreement.
25. **Civil Rights.** The Contractor and its subcontractors shall sign a Civil Rights Assurance of Compliance statement and shall post in conspicuous places, available to employees, applicants for employment, applicants and recipients of program or activity benefits, and users of the Contractor's facility(s) and program(s), and shall print in all grant-related handbooks, manuals, pamphlets, and other materials ordinarily distributed to the public, notices setting forth the following or its equivalent:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs.



Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office for Equal Opportunity  
National Park Service  
1849 C Street, NW  
Washington, DC 20240

26. **Small, Women, and Minority Firms.** Affirmative steps shall be taken to assure that small, women, and minority businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
- a. Including qualified small, women, and minority businesses on solicitation lists.
  - b. Assuring that small, women, and minority businesses are solicited whenever they are potential sources.
  - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, women, and minority business participation.
  - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small, women, and minority business.
  - e. Using the services and assistance of the federal Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as required.
  - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps listed in Paragraphs a, b, c, d and e above.
27. **Modifications.** The Authority or the Contractor may request modification of the scope of work, products, budget, or project work schedule to be performed by the Contractor. Modifications shall comport with the intent and purpose of this Agreement and shall be consistent with applicable state and federal regulations, limitations, guidelines, policies, and interpretations prescribed by the Authority pursuant to law. All requests for modification shall be submitted in written form by the duly authorized representative, as specified in Section 9, of the party requesting modification prior to modification implementation. Failure to obtain prior approval will result in the disallowance of expenditures.

No verbal representation, understanding, agreement, or interpretation of any officer, agent, employee of the Authority or Contractor, either before or after execution of this Agreement, shall modify any of the terms of this Agreement, unless such representation, understanding, agreement, or interpretation is expressly stated in this Agreement or an amendment to this Agreement.

28. **Withholding of Funds, Suspension, and Agreement Termination.** When the Contractor has materially failed to comply with this Agreement's stipulations, terms, standards, or conditions, the Authority may suspend the grant, terminate the grant for cause, or take such other remedies as may be legally available and appropriate under the circumstances. The approval of this Agreement and any subsequent payments made under this Agreement will not prevent the Authority from withholding funds because of the Contractor's failure to observe applicable Federal or State requirements.
- a. Withholding of Payments. The Authority may withhold payments otherwise due to the Contractor if the Contractor has failed to comply with the Agreement's reporting requirements, program objectives, or Agreement award conditions. A written advance notification will be sent by the Authority to the Contractor to identify the deficiency and to express the intent to withhold future payments if the deficiency is not corrected by a specific date. If the deficiency is not corrected promptly, the Authority will notify the Contractor by letter that payments will not be made until the deficiency is corrected. When the deficiency is fully corrected, payments will be released. Continued noncompliance or the Contractor's failure to act may result in suspension or termination. (Under grant suspensions or terminations, not only are payments withheld, but no additional costs, or only very limited additional costs, may be authorized by the Authority to be incurred by the Contractor.)
  - b. Suspension. Suspension is action taken by the Authority, which temporarily withdraws or limits the Contractor's authority to use the Agreement pending corrective action by the Contractor as specified by the Authority or pending a decision by the Authority to terminate the Agreement.
    - i. Notification. When the Contractor has materially failed to comply with the terms and conditions of the Agreement, the Authority may suspend the Agreement, in whole or in part, after giving the Contractor reasonable notice (usually 30 calendar days) and opportunity to show cause why the Agreement should not be suspended. The notice of the suspension will detail the reasons for the suspension, any corrective action required by the Contractor, and the effective date of the suspension. The suspension may be made effective without previous notice in an emergency situation such as when a delayed effective date would unreasonably impair the Authority's responsibility to protect the Federal Government's interest.
    - ii. Commitments. No commitments of funds incurred by the Contractor during the period of the suspension will be allowed under the suspended Agreement, unless the Authority expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Contractor could not reasonably avoid during the suspension period will be allowed if they result from charges properly incurred by the Contractor before the effective date of the suspension and not in anticipation of suspension or termination.
    - iii. Adjustments to payments. Appropriate adjustments to payments issued after the effective date of suspension will be made either by withholding the payments or by not allowing the Contractor credit for disbursements made in payment of unauthorized costs incurred during the suspension period.

- iv. Suspension period. Suspension will remain in effect until the Contractor has taken corrective action to the approval of the Authority or has given written evidence satisfactory to the Authority that corrective action will be taken, or until the Authority terminates the Agreement.
- c. Termination. Termination is the cancellation of this Agreement, in whole or in part, at any time prior to the date of completion.
  - i. Termination for cause. The Authority may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the terms and conditions of this Agreement. The Authority will promptly notify the Contractor in writing of the termination and the reasons for the termination, together with the effective date. Payments made to the Contractor or recoveries by the Authority under this Agreement when it is terminated for cause will be in accordance with the legal rights and liabilities of the parties.
  - ii. Termination for convenience. The Authority or the Contractor may terminate this Agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. An amendment of the terms of this Agreement is required for all terminations for convenience.
  - iii. Termination by Contractor. At any time prior to the first payment on the Agreement, the Contractor may, with written notification to the Authority, unilaterally cancel this Agreement. Once initiated, no product or services financed with Authority assistance shall be terminated by the Contractor prior to satisfactory completion without approval of the Authority. After the first payment, the product or services may be terminated, modified, or amended by the Contractor only by mutual agreement of the Authority and the Contractor. Termination requests prior to completion of the product or services must fully explain the reasons for the action and detail the proposed disposition of the uncompleted product or services.
  - iv. Commitments. If this Agreement is terminated, the Contractor will not incur new obligations for the terminated portion after the effective termination date. The Contractor will cancel as many outstanding obligations as possible. Costs incurred after the effective date of the termination will be disallowed. In the event of termination, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Contractor under this Agreement prior to the effective date of termination shall become the property of the Authority. However, the Contractor will be entitled to retain copies.

The Contractor, in the event of termination under this provision, is entitled to receive reimbursement for Products and Services satisfactorily performed under this Agreement

prior to the effective date of such termination.

Notwithstanding the foregoing, the Contractor shall not be relieved of its liability to the Authority for the damages sustained by the Authority as the result of any breach of this Agreement until the Authority so releases the Contractor and has determined for the purpose of set-off the exact amount of damages due the Authority.

29. **Termination of Agreement for Unavailability of Authority or Federal Funds.** It is the intent and understanding of both parties that this Agreement is contingent upon the availability of Authority or federal funds or the receipt by the Authority of federal funds. If Authority funds or federal funds approved or obligated by the Authority in connection with this Agreement are at any time rendered unavailable, the Authority shall then have the right to terminate this Agreement by the giving of a written notice, the basis, and the effective date of the termination to the Contractor. Should this Agreement be terminated by reason of the unavailability of Authority or federal funds for the purposes of this Agreement, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Contractor under this Agreement prior to the effective date of the termination shall be delivered in a format specified by the Authority.

In the event of termination under this section for lack of Authority or federal funds, the Contractor shall be entitled to receive payment for Products and Services incurred under this Agreement prior to the effective date of termination.

30. **Separability of Provisions.** It is declared to be the intent of the parties that if any provision of this Agreement or its application to any persons or circumstances is adjudged by any court of competent jurisdiction to be invalid, the court's judgment shall not affect or invalidate the remainder of this Agreement nor its application to other persons or circumstances, unless so provided by the court or unless the severance of the invalid provision alters the basic intent or purpose of this Agreement, would cause an increase of the Authority's financial obligation, or renders impossible the compliance with any applicable statute, regulation, limitation, guideline, policy. Exhibit D – Proposal, submitted by the Contractor in response to the Authority's Request for Proposals, is attached and hereby incorporated into this Agreement by reference. In the event that any or all provisions contained within Exhibit D – Proposal either cause conflict with or cause ambiguity with the purpose and intent of this Agreement, the Authority and the Contractor mutually agree that provisions contained within the body of this Agreement and its Exhibits A, B and C shall be used to resolve said conflict or ambiguity.

31. **Michigan Law.** This Agreement shall be governed by the laws of the state of Michigan and shall be binding upon the Contractor's successors, assigns, and legal representatives. All records pertinent to this Agreement are subject to public disclosure under the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.* The Contractor shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.

**The Remainder of this Page Intentionally Left Blank**

**IN WITNESS WHEREOF** the Authority and the Contractor have executed this Agreement as of the date first above written.

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Executive Director  
Michigan State Housing Development Authority**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name  
Title  
Company**

SAMPLE  
CONTRACT

**CONTRACT NO. 12-XX**

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES WITH  
POTENTIAL CONTRACTOR, LLC.**

**SCOPE OF WORK – EXHIBIT A**

SAMPLE  
CONTRACT

**CONTRACT NO. 12-XX**

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES WITH  
POTENTIAL CONTRACTOR, LLC.**

**PROJECT BUDGET – EXHIBIT B**

SAMPLE  
CONTRACT

**CONTRACT NO. 12-XX**

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES WITH  
POTENTIAL CONTRACTOR, LLC.**

**PERFORMANCE SCHEDULE - EXHIBIT C**

SAMPLE  
CONTRACT



**CONTRACT NO. 12-XX**

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES WITH  
POTENTIAL CONTRACTOR, LLC.**

**CERTIFICATE VERIFYING KEY PERSONS - EXHIBIT D**

**SAMPLE  
CONTRACT**



**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
REQUEST FOR PROPOSAL**

**EXHIBIT E**

**CERTIFICATE VERIFYING KEY PERSONS**

**See appended document titled**

**CERTIFICATE VERIFYING KEY PERSONS OF THE  
CONTRACTOR/SUBGRANTEE**

## CERTIFICATE VERIFYING KEY PERSONS OF THE CONTRACTOR/SUBGRANTEE

The Contractor/Subgrantee acknowledges that the following personnel are Key Persons of the Contractor/Subgrantee in accordance with Section VIII of the Request for Proposal:

(1) Name \_\_\_\_\_  
(Print or type Name above line)

Title with Contractor/Subgrantee \_\_\_\_\_

**Is the Key Person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes \_\_\_\_\_/No \_\_\_\_\_**

(2) Name \_\_\_\_\_  
(Print or type Name above line)

Title with Contractor/Subgrantee \_\_\_\_\_

**Is the Key Person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes \_\_\_\_\_/No \_\_\_\_\_**

(3) Name \_\_\_\_\_  
(Print or type Name above line)

Title with Contractor/Subgrantee \_\_\_\_\_

**Is the Key Person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes \_\_\_\_\_/No \_\_\_\_\_**

Print or Type Contractor/Subgrantee Name Above Line

By: \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Name of Signatory for Contractor/Subgrantee: \_\_\_\_\_  
*Print/Type Name of Signatory Above Line*

Its: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_



## **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY REQUEST FOR PROPOSAL**

### **EXHIBIT F**

#### **ORGANIZATION BACKGROUND CHECKLIST**

In order to submit a proposal, firms must submit the following organizational documentation as outlined below. Submissions may be sent to the contact person as described in both Section IV of the Request for Proposal and Exhibit B - Proposal Instructions and Selection Criteria:

- ☐ **Articles of Incorporation**
- ☐ **Organizational Bylaws**
- ☐ **List of Board of Directors and Officers, including titles**
- ☐ **W-9 Request for Taxpayer Identification Number & Certification (see Exhibit H)**
- ☐ **CHDO Tax ID Number (if applicable)**
- ☐ **Signatory authority (if not addressed elsewhere)**
- ☐ **Certificate of Status issued by the Corporations and Securities Bureau of the Michigan Department of Licensing and Regulatory Affairs (if applicable)**
- ☐ **Evidence of 501(c)(3) status (if applicable)**



**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
REQUEST FOR PROPOSAL**

**EXHIBIT G**

**CERTIFICATE REGARDING DEBARMENTS**

**See appended document titled**

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS, DRUG-FREE WORKPLACE  
REQUIREMENTS AND LOBBYING FORM**

Instructions for U.S. Department of Interior form DI-2010

Certification Regarding Debarment, Suspension and  
Other Responsibility Matters, Drug-Free Workplace  
Requirements and Lobbying

Complete Part B.

If you are an organization, Part C must also be completed.

If you are an individual, Part D must also be completed.

NOTE: Part C contains two sections, both of which must be completed if Part C applies.

The authorized certifying official must complete the signature section of this form located after Part E.

NOTE: U.S. Department of the Interior form DI-2010 cannot be altered, amended, changed, or modified in any way.

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and  
Other Responsibility Matters, Drug-Free Workplace  
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

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**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-  
Primary Covered Transactions**

---

CHECK ☐ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -  
Lower Tier Covered Transactions**

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CHECK ☐ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This form was electronically produced by Elite Federal Forms, Inc.

DI-2010  
June 1995  
(This form replaces DI-1953, DI-1954,  
DI-1955, DI-1956 and DI-1963)

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**PART C: Certification Regarding Drug-Free Workplace Requirements**

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CHECK \_\_\_ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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Check \_\_\_ if there are workplaces on files that are not identified here.

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**PART D: Certification Regarding Drug-Free Workplace Requirements**

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CHECK \_\_\_ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010  
June 1995  
(This form replaces DI-1953, DI-1954,  
DI-1955, DI-1956 and DI-1963)



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**PART E: Certification Regarding Lobbying**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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*CHECK \_\_\_ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND  
THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT;  
SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.*

*CHECK \_\_\_ IF CERTIFICATION FOR THE AWARD OF A FEDERAL  
LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR  
SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

---

TYPED NAME AND TITLE

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DATE

DI-2010  
June 1995  
(This form replaces DI-1953, DI-1954,  
DI-1955, DI-1956 and DI-1963)



**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
REQUEST FOR PROPOSAL**

**EXHIBIT H**

**W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

**See appended document titled**

**W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND  
CERTIFICATION**

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>								
				-			-	
<b>Employer identification number</b>								
				-				

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

#### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### **Specific Instructions**

##### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.



**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.